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AGREEMENT

Between

MASON TRANSIT AUTHORITY

of

SHELTON, WASHINGTON

and

INTERNATIONAL ASSOCIATION

of

MACHINISTS AND AEROSPACE WORKERS

DISTRICT LODGE 160

for the period

June 1, 2023 to May 31, 2026

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AGREEMENT

This Agreement is made by and between Mason Transit Authority of Shelton, Washington, or any successors or assignees thereof, and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160, representing employees of the Employer as described in Article I of this Agreement.

The Employer and the Union agree that they will administer this Agreement in accordance with the true intent of its terms and provisions and will give each other fullest cooperation to the end that harmonious relations may be maintained in the interest of both the Employer and the Union. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

It is understood that the term “employee” as used in this Agreement includes both male and female employees covered by this Agreement. In addition, the term “days” as used in this Agreement shall be defined as calendar days.

ARTICLE 1 - RECOGNITION OF BARGAINING UNIT

Mason Transit Authority of Shelton, Washington (hereinafter referred to as the "Employer") recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160 (hereinafter referred to as the "Union") as the exclusive collective bargaining agent for all regular full-time, regular part-time Drivers and Lead Drivers, as certified by PERC.

ARTICLE 2 - RIGHTS OF MANAGEMENT

In accordance with Washington law and RCW 41.56, the Employer and the Union agree to a specific list of management rights. Most notably, the direction of the workforce is vested exclusively with the Employer. This shall include, but is not necessarily limited to, the right to:

1. Direct and manage employees;
2. Hire, promote, transfer, assign, re-assign, and retain employees;
3. Suspend, demote, discharge, or take other disciplinary action against employees;
4. Maintain the efficiency of the Employer’s operations;
5. Determine the methods, means and personnel by which the Employer operates and conducts its business;
6. Develop, amend, and enforce reasonable written policies, procedures, rules, or regulations governing the workplace, including those described in the Employer’s Handbook, providing that such policies, procedures, rules, and regulations do not conflict with the provisions of the Agreement; and that such policies, rules, and regulations are made available in writing to employees;

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7. Take any actions reasonably necessary in conditions of emergency, regardless of prior commitments, to carry out the duties and mission of the Employer; and
8. Relieve employees from duty because of lack of work.

Provided, however, that items (1)-(8) above shall not conflict with any terms and conditions stated in this Agreement or other supplemental agreements with the Union.

ARTICLE 3 - JOINT LABOR-MANAGEMENT COMMITTEE

A labor-management committee shall be established, which shall meet every other month, or more frequently as mutually agreed, to communicate and resolve issues of mutual interest in areas including, but not necessarily limited to: general operational issues as raised by either party; health and welfare concerns; apprenticeship program; and safety.

The committee shall consist of not more than three management representatives of the Employer and three representatives from the Union. By mutual agreement, other persons may be invited to participate from time to time in order to provide input on specific issues.

The Committee will meet at the request of either party. Meetings will occur no more often than every other month, unless mutually agreed. An agenda will be established in advance of each meeting. Time spent by bargaining unit members will be paid. Approval to attend will be subject to operational needs.

The Joint Labor-Management Committee may propose changes to the Union and the Employer; however, its recommendations are not binding, and its actions are not a substitute for formal bargaining.

ARTICLE 4 - NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees shall not take the place of a bargaining unit employee, except:

(1) for purposes of instruction; or

(2) in cases of emergency or other unanticipated circumstances impacting shift or service coverage that are beyond the control of the Employer.

ARTICLE 5 - EMPLOYEE EVALUATIONS

Mason Transit Authority reserves the right to evaluate employees' work performance. Drivers will be evaluated no more than two times annually on their road performance with one evaluation to include Core Competencies and Guiding Principles. The evaluations will be

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conducted based on standards set forth on the Driver Evaluation form and in line with published policies. The employee shall receive a copy of the Driver Evaluation form in advance of their evaluation. Employees shall be presented a copy of their evaluation at a private conference with their immediate Supervisor. If an employee is dissatisfied with their evaluation, the employee may request and shall be granted a meeting to discuss the appraisal with the next level supervisor. The employee may attach a written response to the evaluation within seven (7) days of the evaluation or meeting, whichever is later. Management will provide opportunity annually for Shop Stewards to provide input on the evaluation form and process.

ARTICLE 6 - STRIKES OR LOCKOUT

During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request or assist in a slowdown, work stoppage, interruption of work, strike of any kind, including a sympathy strike, against the Employer. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slowdowns or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. Discipline or discharge for violation of this Article may be processed through the grievance and arbitration procedure. This remedy shall not be exclusive of any other remedy available to the Employer. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

ARTICLE 7 - UNION MEMBERSHIP AND DUES

Section 7.1 Union Membership – Voluntary. Employees in positions in the bargaining unit represented by the Union will have the opportunity to voluntarily become members of the Union. The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union.

Section 7.2 Authorization of Dues. The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues or fees. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization may be written, electronic, or by recorded voice, and must be made to the Union. The employer will deduct dues or fees once it receives written authorization from the Union. An authorization remains in effect until revoked in writing and submitted to the Union, in accordance with the terms and conditions of the authorization. The Union will notify the Employer of any cancellations in writing.

Section 7.3 Union to be Provided Notice of Meeting of New Employee. The Employer shall schedule a voluntary meeting between newly hired employees and the designated Union representative. The employer shall provide written notice by email to the designated union representative of the time and place of such meeting. The meeting shall take place

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during the Employer's orientation process for the new employee; or, if there is not such orientation, within three days after the employee starts work. The union representative shall respond by email confirming the Union's availability to attend the meeting.

Section 7.4 Indemnification. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 8 - BUSINESS REPRESENTATIVES AND UNION ACTIVITY

Section 8.1 Business Representative Access to Work Site and/or Employees: The Business Representative or other full-time representatives of the Union shall be admitted to the facility by the Employer or allowed to talk to employees during working hours, provided advance notification is provided to the General Manager or designee and such visitation does not interfere with normal operations. All such representatives shall comply with the security regulations as required of all other visitors.

Section 8.2 Union Steward: The Union shall designate three employees as Union Stewards and one alternate to investigate complaints or claims of grievance on the part of the employees or the Union. The Union will inform the Employer in writing when a change in Union Steward or alternate takes place. Investigations will not interfere with the normal business of the Employer or any employee, except when approved by the Employer. Stewards will strive to minimize normal work time spent on complaints or grievances. Time spent by Union Stewards representing employees will be paid by the Employer when such time involves meetings with the Employer.

Section 8.3 Union Bulletin Boards: The Employer shall provide three bulletin boards for the Union's exclusive use. One each located at the John's Prairie base driver's lounge, the Transit-Community Center driver's lounge, and the Belfair Base driver's lounge. The bulletin board is for the posting of rules, regulations, and notices of meetings and other business affairs of the Union. It shall be the responsibility of the Union and its representatives to assure that information posted on such board is "Union Business". Nothing posted on the bulletin board shall be derogatory in nature towards the Employer, its elected officials, its bargaining representatives, or other personnel.

Section 8.4 Union Access to Electronic Equipment: The Employer and Union agree the Employer's computer and telecommunication equipment shall be used primarily for conducting the Employer's business. However, employees and Union Stewards may make limited use of the Employer's computers, telephones, fax machines, photocopiers, and similar telecommunication equipment for tasks related to collective bargaining and contract administration. Such use must comply with the Employer's policies, must not interfere with the Employer's daily operations, and must have a *de minimus* cost. The Union and employees understand and accept there is no right to privacy for any communication taking

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place over the Employer's email and telecommunication equipment, and that any communication is subject to inspection and public disclosure.

Section 8.5 Union Activity: No employee shall be discharged or discriminated against in any way because of their membership or participation in sanctioned activities in behalf of the Union.

Section 8.6 Union Leave: Employees accepting full-time positions as elected or appointed representatives shall be granted leaves of absence without pay for the term of office or any renewal thereof; provided, however, that thirty (30) day's notice is given. Employees granted such leave may return to their former classification without loss of seniority rights, provided that they remain qualified, with or without reasonable accommodation, and there is a vacancy in that position.

Employees may also be granted short-term leaves of absence without pay for the purpose of attending Union conventions, meetings, contract negotiations and any other bona fide Union business. Requests for time off must be in writing, signed by the Business Representative, seven (7) days in advance of the time off and addressed to the Manager of Operations except in emergency situations, in which event such advance notice shall be given no less than forty-eight (48) hours in advance.

ARTICLE 9 - INFORMATION TO BE FURNISHED TO THE UNION

Section 9.1 Memo Posting: Copies of all memos posted will be provided to the designated shop steward at his/her request.

Section 9.2 Employment/Classification: The Employer agrees to make available to the Union the following information regarding bargaining unit employees:

a. A list of members and any new members.
b. Classification of employees.
c. Rate of pay of employees.
d. Seniority date.
e. Employee's loss of seniority for any reason.
f. Job descriptions (if new or revised).
g. Employee Handbook and other agency written policies.

ARTICLE 10 - NON-DISCRIMINATION

It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, sexual orientation, gender identity**,** age, marital status, national origin or physical, mental or sensory disabilities, honorably discharged veteran or military status, discrimination pursuant to the Americans with Disabilities Act or other basis prohibited by local, State or Federal law.

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The Union and Employer representatives shall work cooperatively to assure the achievement of equal employment opportunity.

ARTICLE 11 - DISCHARGE AND DISCIPLINE

Section 11.1 Just and Sufficient Cause: No employee shall be discharged, suspended or otherwise disciplined without just cause.

Section 11.2 Definitions: For purposes of this Article “active for work” is defined as: All paid time being credited towards the specified period of time. Any unpaid leave time beyond ten (10) consecutive calendar days will not be considered active for work, with the exception of military leave.

For purposes of this Article “active disciplines” are defined as: All disciplines that have not expired.

Section 11.3 Performance Counseling: Performance issues, unless otherwise addressed in Section 11.4, will be administered through the performance counseling process set forth in the Employer’s Performance Counseling Policy and made part of this agreement. The Performance Counseling Policy is designed to address performance issues through five levels depending on the severity of the issue:

a. Counseling and Verbal Warning
b. Written Warning
c. Decision-Making Leave
d. Suspension
e. Discharge

Section 11.4 Categories “A” & “B”: Most performance problems in the workplace will fall under the Performance Counseling Policy as a means of correcting the performance. However, there are some infractions which, by their severity or seriousness, would warrant more immediate and decisive action and therefore are categorized as A or B offenses.

Category "A"

Category A infractions are major infractions having the potential of dismissal on a first (or any) occurrence. These include, but are not limited to:

- Prohibited harassment
- Prohibited discrimination
- Fighting or violence in the workplace
- Theft
- Gross insubordination
- Reckless driving
- Violations applicable to the Drug and Alcohol Policy

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- Cell phone use in accordance with Washington State law
- Failure to report an accident
- Falsification of any employment record

Category "B"

Category B infractions are serious infractions having the potential of a written warning, a suspension or causing an employee to be placed on decision-making leave. Discipline in this category will be issued in a line of progression, when appropriate. Examples of Category B infractions include, but are not limited to:

- Insubordination
- Responsibility for a serious incident
- Failure to follow accident procedures
- Falsification of or failure to file a report
- Traffic violations

In the event a previous Category A violation is considered by the Employer in determining a subsequent disciplinary sanction and the subsequent discipline is subject to a Step 3 (arbitration) review in the grievance procedure found in Article 12, the impact of the previous Category A discipline on the subsequent discipline may be considered by the arbitrator in the arbitrator's application of the just cause standard.

Category A & B violations will remain in effect for twelve (12) months when the employee is "active for work." The period of effect may be extended up to eighteen (18) months, commensurate with the seriousness of the violation and/or number of previous violations.

If a driver is currently at a Written Warning or above level of discipline, a Category B infraction may result in termination of their employment at Mason Transit.

Section 11.5 Discipline Time Limits: The Employer shall have fourteen (14) calendar days after the discovery of employee performance issues to complete the investigation, any investigatory meetings, and provide final written notice of discipline to the employee. This time limit may be extended by mutual agreement of both parties. If the deadline is not met, no disciplinary action against the employee shall be taken, and all related documents shall be removed from the employee's file.

All discipline that falls under the Performance Counseling process shall expire and be removed from the employee's file no later than one (1) year, after the most recent related disciplinary event. After each expiration, any disciplinary action that is related to a previous, but expired, disciplinary action shall start a new performance counseling progression at the lowest applicable level.

Section 11.6 Last Chance Agreement: In lieu of termination, the parties may agree to the terms of a Last Chance Agreement (LCA). The terms of an LCA are subject to the mutual agreement of the parties and unless otherwise agreed set no precedent for other disciplines.

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Section 11.7 Notification of Disciplinary Action: In all cases of discharge, demotion or other discipline, the employee involved shall be notified, in writing, of the action and the reason for such action. Before imposition of discharge, demotion, or unpaid suspension, the Employer will provide advance notice of the intended disciplinary action.

An employee shall have the right to have a Union Steward present at a disciplinary interview, upon request. When a meeting with an employee has been requested by the Employer, and where discipline may result, it is agreed that it is the responsibility of the affected employee to request representation from their Shop Steward. If a Shop Steward is requested, the meeting will be scheduled for the next day, if necessary. If relief is required, it is the responsibility of the Shop Steward to request time-off.

Section 11.8 Appealing Discipline: Should there be any dispute between the Employer and the Union concerning the existence of just cause for discharge, suspension, demotion or discipline resulting in loss of compensation or benefits, such dispute shall be adjusted in accordance with Grievance and Arbitration provisions in this Agreement. Counseling and verbal warnings shall not be subject to the grievance procedure. Written warnings may be appealed through the first two (2) steps of the Grievance Procedure only. The findings of the General Manager shall be attached to the written warning. If the parties fail to agree, the written warning will stand. The Union may attach a statement of their position to the written warning.

An Employee may appeal his/her suspension or dismissal through the grievance procedure. For purposes of this Article, “Decision-Making Leave” is considered a form of suspension.

An employee serving in their initial probationary period may be dismissed within the probationary period with no appeal of the dismissal. It is understood however, that a probationary employee has all rights to the grievance procedure for all other actions. Probationary employees may request union representation at a dismissal hearing.

Section 11.9 Reinstatement: In the event it is found that an employee has been discharged without just cause, such employee shall be reinstated to the employee’s former position. In no way shall the period of unjust discharge affect the employee's seniority rights or the employee’s rights to the other benefits agreed to herein.

Section 11.10 Administrative Leave: The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not subject to the grievance procedure and is not considered a part of discipline.

Section 11.11 Camera Footage: It is understood that the Employer has the right to access and view camera footage of any equipped vehicle at the time of their choosing. For the purposes of this section the term “camera footage” shall be defined as any and all information recorded through the vehicle mounted recording system and mobile data terminal. The use of camera footage for the purpose of discipline is limited to the following conditions:

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a. The driver has received a verifiable complaint, safety or non-safety related, about their performance or conduct while in the vehicle.
b. The driver has submitted, or is expected to submit, an Incident, Event or Injury Report concerning events that occurred on or in direct relationship to the vehicle or events that occurred concerning the driver while performing their duties while in view of the vehicle camera.
c. The eligible footage is limited to a period no longer than five (5) minutes before the start of the event and no longer than five (5) minutes after the conclusion of the event. A driver may assent to increasing this window or to viewing specific other time points as part of their defense during a video review session.
d. The driver has the opportunity to view and explain the events within the camera footage.

A complaint that is determined to be unjustified or facetious shall not result in discipline. All other camera footage viewed by the Employer may not be used in disciplining a driver unless unlawful behavior or a safety violation is observed. Non-disciplinary retraining of a driver may occur as a result of the Employer viewing camera footage that is not subject to the conditions above. Such retraining shall not occur without the driver being given the opportunity to view the camera footage and explain or otherwise defend the incident. The Employer agrees not to engage in random or targeted surveillance (‘fishing’) of any driver.

The viewing of camera footage that is triggered by an outside agency, such as law enforcement, under a Public Records request, not resulting from an Employer vehicle accident or incident or complaint about the conduct or performance of a driver, shall not result in any form or discipline or retraining. The employer shall endeavor to take all steps possible to protect and conceal the identity of the driver, including but not limited to, the use of video editing techniques such as blurring or blacking-out the driver’s image

A driver may request and shall receive a copy of any available camera footage from their vehicle. The request shall not trigger a disciplinary event or non-disciplinary retraining event.

Section 11.12 Reviewing Disciplines on File: An employee has the right to review both the personnel file maintained by Administrative Services and the working file maintained by his/her Department.

Section 11.13 Discipline Copies to Union: The Employer will send copies of any written discipline placed in an employee’s personnel file to the Union office.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 12.1 Purpose: The purpose of this procedure is to provide an orderly, effective, and expeditious method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. However, it is understood that failure of the parties to come to an agreement shall not be looked at disparagingly nor should it have a negative impact on the effectiveness of this procedure. It is further understood that there shall be no suspension of work, slowdown or curtailment of

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services while any grievance is in the process of adjustment or arbitration pursuant to the terms of this Agreement.

Section 12.2 Definition: A "grievance", as used in this Agreement, shall be defined as a claim by an employee that the terms of this Agreement have been violated, or that a dispute exists concerning proper application or interpretation of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

Section 12.3 Prior to Grievance: Prior to filing a grievance an attempt should be made to settle the dispute by discussing the matter with the immediate supervisor or other appropriate management personnel.

Section 12.4 Grievance Steps: Steps in the grievance procedure for disputes involving contract interpretation or disciplinary action shall be handled in the following manner:

Step 1: Formal Grievance – Department Manager

Grievances must be filed within fourteen (14) days of the occurrence of the event which gives rise to the grievance, or within fourteen (14) days of when the employee is informed of the event, by the individual affected or through their Shop Steward, to the employee's department manager, or the manager's designee.

The employee's department manager, or the manager's designee, shall attempt to satisfactorily settle the grievance within fourteen (14) days from the date of receipt of the employee's Step 1 grievance. Step 1 will include the following:

a. A statement of the grievance and the facts upon which it is based, including the date of the occurrence and any relevant witnesses.

b. The Articles or Section in this Agreement claimed to have been violated.

c. Remedy sought.

d. The signature of the aggrieved employee(s) and the Union representative (if presenting the grievance).

e. Date of signatures/presentation.

Step 2: General Manager

In the event the grievance cannot be settled at the Step 1 level as defined above, it shall be submitted in writing within seven (7) days from the date of the department manager's, or the manager's designee's, Step 1 reply, by the Shop Steward to the Employer's General Manager and the Business Representative of the Union.

The written submission of a Step 2 grievance shall include the reasons for dissatisfaction with the department manager's, or the manager's designee's, solution.

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The Employer's General Manager shall meet with the grievant, the Shop Steward, and the Business Representative of the Union within fourteen (14) days from the date of receipt of the Step 2 grievance, to attempt to satisfactorily settle the grievance. The General Manager will give a written response within seven (7) days of the meeting. If the Union is not in agreement with the written decision of the General Manager, the General Manager and the Business Representative of the Union will decide whether to submit the grievance to mediation or normal arbitration.

In the event the grievance is submitted to mediation and the recommendations of the mediator are not acceptable to either party, either party may request arbitration in accordance with Step 3 as defined below.

Step 3: Arbitration

Within seven (7) days of the Step 2 response or the mediation decision, the Union may on behalf of the grievant serve a demand for arbitration upon the other party. Within seven (7) days of the demand, the parties shall jointly submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) names from which the parties shall select their arbitrator. Within seven (7) days after receiving such list, the parties shall each alternately strike one name from the list, with the first strike being determined by the toss of a coin, until one name remains. The person thereafter remaining on the list shall be and become the arbitrator.

The parties will strive to schedule the earliest available dates for the arbitration hearing. Prior to commencement of the hearing, both parties shall stipulate to the issue(s) that will be presented for the arbitrator's consideration.

The arbitrator shall not add to, subtract from or in any way modify or change any of the terms or provisions of this Agreement nor shall the arbitrator have jurisdiction or authority to consider or decide matters concerning or involving a new or different agreement or requested changes in this Agreement.

The decision of the arbitrator shall become final and binding on both parties when delivered to them in writing.

Each party shall be responsible for half the costs of the arbitrator's fees and any joint expenditures. Each party is responsible for any compensation and expenses relating to presentation of its own case, including any witness and attorney's fees.

Section 12.5 Time Limits: The time limits may be extended by mutual agreement of the parties. In the absence of an agreed upon extension of the time limits the following sanctions shall apply:

a. If the Union fails to follow the time frame in progressing to the next step, the issue is forfeited. If the Employer fails to follow the time frame in responding to a grievance, the grievance will automatically advance to the next step.

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b. If the responding party fails to follow the time frame in responding to the moving party, the moving party has the option to move to the next step. "No response" shall be the same as "denying the grievance". Thus, the moving party must so notify the responding party of this action when taken and said notification must conform within the time limits set forth for progressing to the next step.

Section 12.6 Grievance Investigation/Witnesses: The aggrieved employee and/or the shop steward shall be given full opportunity to investigate the grievance. Should the grievance proceed to Step 3 (Arbitration), each party will bear the salary costs of their own witnesses as follows:

a. Employees participating in the preparation and conduct of an arbitration at the request of the Union will be paid through MTA's regular payroll process for such attendance; IAM will reimburse MTA for wages, PERS Employer contributions, and the value of all other compensation and benefits related to such attendance.

b. MTA will submit a monthly billing to IAM for reimbursements due to MTA; billing to be itemized based on hours in attendance, wages, and the value of benefits.

c. The billing rate will be based on an employee's straight time wage rate. Hours spent by employees participating in the preparation and conduct of an arbitration on behalf of the Union will not count as hours worked for purposes of overtime eligibility.

Section 12.7 Access to the Grievance Procedure: Notwithstanding the above terminology, either an employee or management shall have the opportunity to access this grievance procedure.

Section 12.8 Outcome of Grievance: In all cases, the grievant shall receive notification of the outcome of the employee's grievance.

Section 12.9 No Reprisals: There will be no reprisals against the grievant, the Union, the Employer, or others as a result of their participation in the grievance or arbitration process.

ARTICLE 13 - ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

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ARTICLE 14 – SAFETY AND TRAINING

Section 14.1 Mutual Objective: It is the mutual objective of both parties of this Agreement to maintain high standards of safety in order to mitigate as far as possible industrial accidents, illness and injuries**.** All employees are required to report observed safety hazards and concerns immediately to their supervisor.

Section 14.2 Safety Committee: A member of the bargaining unit will be elected to the Employer's Safety Committee. The Safety Committee shall meet once every month, or on another schedule mutually agreed upon by Committee members, and Safety Committee meetings shall be conducted on Employer's paid time. The duties of the Safety Committee will be to advise on matters relating to employee safety, review applicable safety laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken. Copies of the minutes will be posted on the Safety Board and on the shared directory.

Section 14.3 Safety Training and Equipment: The Employer will provide safety training to all employees and furnish safety and personal protective equipment for all employees, as is appropriate to individual positions. It shall be mandatory for all employees to participate in any required safety training provided by the Employer and to use safety and personal protective equipment when the Employer determines they are necessary.

Section 14.4 Retraining/Refresher Training: Retraining shall be applicable and practical to the extent possible. The Employer will make every effort to ensure retraining is done in a manner that meets the need of the Employer's expectations for the retraining and as well as conducted in a manner that is most effective for the employee, to include consideration of the employee's expected work situations. Refresher training will be conducted on a schedule that meets the requirements of the particular module and MTA expectations.

Section 14.5 Access Checks: Drivers may request that the Employer perform an Access Check at a particular location to ensure that a safe method of access is available. The Access Check will be completed within fourteen (14) days of the request and completed in the largest vehicle expected. If a driver indicates that they are concerned about the safety of accessing a location, the driver shall not be required to enter the location and given an alternative from dispatch until the Employer has completed the Access Check and informed the driver(s) of the results.

Section 14.6 On-the-Job Training: New drivers shall receive in service training with the accompaniment of an experienced driver ("On-the-Job Training"), prior to being placed on the Extra Board and released to drive solo. On-the-Job-Training shall ensure that new drivers receive full-block experience in driving all routes; Dial-A-Ride in Shelton and Belfair; starting and ending shifts at all bases; and reasonably anticipated special circumstances (e.g. mail run, bus swaps, etc.)

Section 14.7 Safe Driver Bonus: Drivers will be recognized annually for zero preventable accidents. A safety award will be given in the first pay period in December in the amount of $300

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for those who have been employed by Mason Transit Authority for at least one year, have zero preventable accidents, no safety suspensions, no Category A or B safety violations and fewer than three (3) valid incidents as determined by the Event Process. Those with absences greater than 30 days during the calendar year, exclusive of vacation or military leave, will not be considered for the safe driving award.

ARTICLE 15 - REQUIREMENT OF MEDICAL EXAMINATION

It is understood by the Employer and the Union that physical examinations or tests conducted by the physician of the Employer's choice may be required during the term of this Agreement. Safety and health of the employees and customers of Mason Transit Authority necessitate these requirements.

Section 15.1 Cost of Exams: The Employer shall pay the full cost for these examinations by the physician of the Employer's choice, if required. Employees shall receive copies of all medical reports from such required examinations.

Section 15.2 Employer-Required Exams**:** Employer-required exams include drug and alcohol testing (random, post-accident, reasonable suspicion and return to work agreements) and medical exams required by the Employer to determine if an employee can safely fulfill their job duties. Examinations which are *not* considered to be Employer-required include any physician report that is required as a condition of returning to work after a medical leave. The Employer shall pay for any lost time associated with undergoing any Employer-required medical examination.

Section 15.3 Return to Work Exam**:** An employee returning to work following an injury or illness that causes an absence of three consecutive days or more, may be required to provide a doctor's certification to return to work. The Employer may require a further examination to determine if the employee can safely fulfill their job duties. The Employer will pay any lost time and the cost of any further examination required by the Employer.

Section 15.4 Commercial Driver's License Examination: All Commercial Driver License (CDL) holders are required to undergo and successfully pass a State of Washington Department of Licensing physical examination at least every two (2) years throughout their employment. The employee may choose to use an Employer selected physician or may choose to use a personal physician for the required examination. Examinations are scheduled on the employee's own time. The employee must always carry the medical examiner's certificate on their person while driving a commercial vehicle. It is the employee's responsibility to timely arrange for the exam to ensure no lapse in the CDL.

Employer Physician: If the employee chooses the Employer selected physician the cost of the examination will be billed directly to and paid by the Employer, up to one time per year. Employees using the Employer physician will provide the Employer with a copy of the medical examiners certificate.

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The Employer shall endeavor to retain the services of at least one (1) certified physician within Mason County who will provide examinations to all Employees. In the event that no qualified physician is available within the county, the Employer shall compensate Employees at least at the standard Business Mileage Rate for travel from home to the out-of-county Employer-selected physician.

Employee Physician: If the employee chooses to use a personal physician, the employee must schedule his/her own examination. Employees using their own physician will provide the Employer with an original copy of the completed medical certificate, signed by their physician. The employee is eligible to receive reimbursement for the cost of the exam (to include any required co-pay for the office visit), up to one time per year, provided the employee submits satisfactory evidence of the costs he/she incurred. The maximum allowed reimbursement will be up to the same amount the Employer would have paid if the employee chose to use the Employer's physician.

ARTICLE 16 - HOURS OF WORK, OVERTIME, INCLEMENT WEATHER PAY AND OTHER WORK ASSIGNMENTS

Section 16.1 Work Week: The work week for pay purposes shall commence at 12:00 AM Sunday and end at 11:59 PM the following Saturday.

Section 16.2 Work Schedules: In developing regular full-time bid shifts, the Employer will endeavor to ensure that at least seventy-five (75) percent are straight shifts. All regular full-time bid shifts shall have a minimum of thirty-six (36) hours scheduled work, and at least two (2) scheduled days off per work week and a minimum of ten(10) hours of time off between the end of work on one day to the start of work on the next.

A driver whose shift is fewer than forty (40) hours may elect to have additional work added to their schedule to make a forty (40) hour work week, if such work or duties are available as determined by the Employer. The driver must indicate to the Employer in written form a desire to work additional hours. The Employer will determine what work is assigned to the driver based on the need of the agency. If approved, the driver will be expected to perform the duties throughout the duration of the shift bid. If a driver is on leave when the duties would otherwise be performed, it is not expected the driver covering the shift would work the additional hours unless that driver so chooses.

Full-time drivers on the Extra board shall be guaranteed at least thirty (30) hours per week and two (2) scheduled days off, selected by seniority and a minimum of ten (10) hours of time off between the end of work on one day and the start of work on the next, if possible. The scheduling supervisor will contact an Extra-board driver prior to scheduling work that does not meet the minimum guarantee of 10-hours off between shifts to give the driver the option to work the available schedule. Work schedules for Extra-board drivers will otherwise vary based on the needs of agency operations. Extra-board drivers who are given a "call in" assignment but are not selected to work that day shall receive two (2) hours of pay. Extra-board drivers who do not meet the thirty (30) hour quota by the end of the work week shall

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claim the balance of hours as hours worked on their timecard, provided the driver worked all assigned or offered shifts.

The Employer shall post the weekly schedule for drivers and supervisors at the John's Prairie base, TCC, and Paylocity, no later than Thursday of the preceding week. The daily Extra-board work assignment sheet shall be posted to the drivers' lounges and Paylocity no later than 2 pm the preceding weekday, or Friday for Monday assignments. Any changes made to a bid-shift driver's schedule after the weekly schedule has been posted, or to any driver listed on the daily Extra-board work assignment sheet after it has been posted, shall be notified by the scheduling supervisor, or their designee, of the changes as soon as possible.

Section 16.3 Block Swapping: Two regularly scheduled drivers may swap blocks with each other on an individual basis and may do so for the same day, or across different days of the same week. Block swaps may occur when one driver has the day off or otherwise so long as all mandatory rest period requirements are met. Notice of the intention to swap must be given to the scheduling supervisor no later than the Tuesday before the start of the week the swap would occur. A regularly scheduled driver may swap with an open block of work as defined by a block of work not part of a shift, in order to make appointments to minimize the impact on the Employer provided the Employer can accommodate the swap without adjusting another driver's schedule. Such swaps shall be subject to all conditions of a two-driver swap previously enumerated.

The Employer may elect to call a regularly scheduled driver and ask them to work a different block than scheduled or a non-driving assignment to meet the needs of the Employer. The agreement of the driver to work the replacement shift shall be voluntary. If the replacement work is fewer hours than those of the block the driver would normally have worked, the driver shall be paid for their regularly scheduled shift.

Section 16.4 Paid Time: Drivers' paid time shall commence at the time they are required to report at the base and will terminate at the time indicated by the block of work or when the block of work is completed, whichever occurs later, exclusive of any unpaid meal period. The paid time shall be extended in such cases when circumstances cause a driver to return later than scheduled, as well as completing any additional required paperwork, such as an incident or event report.

Section 16.5 Lack of Work and Leaving Early: Drivers shall be paid the applicable straight time driving rate for regularly scheduled work shifts. If a routed driver has completed their scheduled block before the scheduled end time, including all necessary paperwork and required or assigned tasks, the driver may be released for the day and receive full pay. If a Dial-A-Ride or Recovery driver has no further work assigned to their shift, the driver may be released for the day once all required tasks and paperwork are completed and receive the full pay, provided there is one hour or less of the shift remaining.

If on a given day, the overall amount of scheduled rides is such that there is determined to be an excess of drivers on duty, the Employer may offer Dial-A-Ride and Recovery drivers the opportunity to voluntarily leave early. Such offers shall be made in order of seniority to those on duty. Any driver accepting shall have the time remaining in their shift deducted from their pay. The driver may elect to use available vacation leave to make up the difference in time.

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Section 16.6 Group Meetings and Training: Drivers who are scheduled for mandatory training sessions or meetings in lieu of some of or their entire regularly scheduled block of work, such that they would have fewer hours than they would have normally worked, shall be paid as though they worked their regularly scheduled shift. Any mandatory training or meeting that exceeds forty (40) hours of work shall be paid in accordance with Overtime, Section 16.9.

The Employer may require attendance at group meetings outside of regularly scheduled work shifts, so long as Employees are notified at least one week in advance. Time shall be counted as time worked and paid in accordance with the federal and state wage and hour laws. The Employer may require attendance at group meetings on Sundays up to four (4) times per year. An Employee on paid leave status prior to or after the meeting date shall be excused from the meeting, except for the Annual All-Staff meeting, but may be scheduled later to make up for any missed training. If an employee is on paid leave status, and chooses to attend a meeting, they will not be paid for more than their normal scheduled workday. Paid leave will be adjusted to complement time spent in the meeting to equal their normal workday. If the meeting occurs on a Sunday, they shall be paid for all hours attended.

Section 16.7 Meal and Rest Periods: Pursuant to RCW 49.12.187, the parties agree to vary and supersede the rules and policies adopted by the Department of Labor and Industries in WAC 296-126-092 under the Industrial Welfare Act with respect to rest and meal periods.

> **Section 16.7.1** Meal Periods: Work schedules of greater than five consecutive hours are developed to include an unpaid, duty-free meal break between thirty (30) to sixty (60) minutes in length, not less than two (2) hours nor more than five (5) hours from the beginning of the shift. Employees are entitled to eat at any time during their shift as time and work duties permit. An employee whose meal period is delayed from the scheduled time shall be paid for the time worked.
>
> The Employer shall make an effort to provide equivalent time later in the shift to complete the Employee's meal break. Such time shall remain paid. Employees must promptly notify Dispatch when they are delayed from beginning their meal period or unable to complete their meal period due to work interruptions.
>
> **Section 16.7.2** Break Periods: Drivers will receive a fifteen-minute paid, duty-free break period for every four hours worked. In computing the four-hour period, any unpaid meal period is not included. Drivers on routed service are expected to take their break on an intermittent basis between routes. Drivers on Dial-A-Ride and Recovery services shall receive a continuous fifteen-minute break as scheduled on their manifests. The Employer shall ensure that restroom facilities are available at or reasonably near their route termination and expected Dial-A-Ride and Recovery break locations.

Section 16.8 Work on Scheduled Days Off: In the event an operator works on their scheduled day off, a minimum of two (2) hours shall be paid.

Drivers interested in working on their scheduled day off or during a special event are responsible for putting their names on the "Sign-up Sheet to Work on Scheduled Day Off" or

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particular special event sign-up sheet. Drivers may add or withdraw their name from the sheet at any time. Drivers who have requested work via the sheet will be offered available work on a rotating order designed to provide equal access to overtime work. The Employer may call Drivers on their scheduled day off to ask if they would work an open shift, agreement is strictly voluntary, and Drivers must ensure their name is added to the sign-up sheet as soon as possible. Refusal to work an offered extra shift shall not be grounds for discipline, nor shall a Driver be required to work an extra shift as a part of disciplinary action.

Drivers may be drafted for work in inverse seniority if enough volunteers are not available to meet service needs.

Section 16.9 Overtime: Employees are entitled to additional compensation in the form of overtime when they work more than forty (40) hours during the work week. Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked beyond (40) hours during a work week, including any additional paid premiums applied to the employee's regular rate of pay. For purposes of this section, the use of any paid leave (when an employee is off duty with pay relating to vacation, sick leave, personal leave, observed holidays, military duty, or jury duty) will not be calculated as hours worked for overtime purposes. The payment of an observed holiday, if it falls on an employee's regularly scheduled day off, shall not be counted as hours worked for overtime purposes.

Section 16.10 Inclement Weather Pay: The Employer shall distribute and collect inclement weather surveys (as defined by the Inclement Weather Policy) to all employees no later than October 31 of each year. The Employer shall maintain a record of all employee responses and refer to that information when periods of inclement weather occur. The Employer will take into consideration responses by drivers that have concerns of driving in inclement weather conditions and will attempt to reassign work. Reassigned work will be assigned by seniority and at the Employer's discretion.

When the Employer determines that inclement weather conditions are present, it will directly inform drivers via text of the initial operating conditions and any further steps drivers need to take during the period. This does not substitute for following the inclement weather plan.

Any employee directed to operate an Employer vehicle during inclement weather who has previously indicated by form an unwillingness to drive in such conditions or tells a supervisor that they feel current conditions are not safe for them to operate an Employer vehicle, shall be allowed to refuse such work and may be reassigned without discipline. Otherwise, the driver will be relieved of their duties for the day and compensated for any time worked or a minimum of two (2) hours. The driver may use vacation leave to compensate for hours missed.

When inclement weather conditions cause the Employer to cancel service, the employee shall receive compensation equal to hours of their block of work for that day. If the employee is unable or unwilling to drive their block of work, the employee may use available vacation without prior notice and no penalty of discipline shall be imposed.

Any available work on curtailed service days will be assigned on a volunteer basis, with consideration of employee's Inclement Weather Survey responses.

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During forecasted high-temperature days (80 degrees F or higher), the employer shall provide cold bottled water for drivers at all break locations. Each year at the start of summer the employer will check the air conditioning units of buses to ensure that they are in full working order and that unit refrigerant levels are topped off.

During periods of low air quality (as defined by "moderate" air quality levels or worse as defined by the EPA air quality index), the employer shall stock and provide N95 (or equivalent, or better) masks at all MTA facilities.

Section 16.11 Language Fluency: Any employee deemed to be fluent in a language other than English and such language is a benefit to the Employer in regards to conversing with customers shall be paid an additional premium of two dollars ($2.00) per hour when the Employer requests use of their language skills.

ARTICLE 17 - RATES OF PAY AND CLASSIFICATIONS

Section 17.1 Wage Rate: The classification and rates of pay of employees including pay premiums, are set forth in Appendix A, attached hereto and made part of this Agreement.

17.1.1: Longevity Pay Premium. The longevity pay premium shall be added based on the driver's date of initial employment with MTA.

17.1.2: Pay Premium Classification. A driver in a classification that provides a pay premium shall receive that premium for all compensable hours.

Section 17.2 New Classifications: In the event a new job classification is established or there is a substantial change in the duties or requirements of established job, the Employer shall develop an appropriate classification and rate of pay to apply to such job. The Employer shall furnish the Union with the new classification and the rate of pay to apply to such job. If the Union disagrees with the assigned rate of pay within ten (10) days from the date of such submission or within such additional time as may be mutually agreed upon, the Employer may place the new job classifications and rate in effect subject to continued negotiation for rate of pay.

Section 17.3 Previously Defined Classifications: In the event that previously existing, but inactive, classifications that may have been historically entitled to a pay premium, but are not enumerated within this Agreement, are reinstated, they shall be treated in accordance with section 17.2 as if they are new classifications.

ARTICLE 18 – PAID AND UNPAID LEAVES

Section 18.1 Leave Accruals: Employees are eligible to accrue paid leave benefits if they work (or are in paid leave status) one half (1/2) or more of a pay period. Employees who work (or are in paid leave status) less than one half (1/2) of a pay period shall receive

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prorated leave benefits; the proration will be based on the number of hours paid. Leave benefits accrued from the current pay period are available to the employee at the start of the following pay period (applies to all accrued leaves). An employee who exhausts their paid leave will be credited with any newly accumulated leave time upon their return to work, or at their separation of employment if the employee does not return to work. Leave benefits shall not accrue when an employee is on a leave of absence without pay.

Section 18.2 Weather Conditions: Employees are expected to be at their jobs regardless of weather conditions. During extreme weather conditions, employees who are unavoidably absent due to weather conditions may request the use of paid vacation leave. In such event, an employee is expected to contact the Dispatcher as soon as reasonably possible, in accordance with the department's established call-in/reporting procedures.

Section 18.3 Observed Holidays: All eligible employees shall be granted eleven (11) observed holidays. The following holidays shall be observed by Mason Transit: New Year's Day, Martin Luther King, Jr Day, President's Day, Memorial Day, Juneteenth (public service provided), Independence Day, Labor Day, Veteran's Day (public service provided), Thanksgiving Day, Day after Thanksgiving Day (public service provided) and Christmas Day. Public service provided on the above holidays shall be a Saturday level of service.

a. Dates of Holidays: The Holiday schedule with specific dates is posted each year on employee bulletin boards. When a Holiday falls on a Saturday, it will be observed on that day. When the Holiday falls on a Sunday, it will be observed on the following Monday.

b. Eligibility for Pay: Regular full-time and probationary employees will receive holiday pay for their normally scheduled work hours on observed holidays, up to a maximum of eight (8) hours per holiday. An employee who works a work shift in excess of eight (8) hours may supplement additional accrued vacation leave up to their expected shift length or take the excess hours as leave without pay. To be eligible for observed holiday pay, employees must be in a full paid status on the employee's regularly scheduled workday both prior to and following the holiday. If an employee takes a sick day on their scheduled workday before or after the holiday, the employer may require a doctor's certificate prior to paying the holiday pay.

c. Required to Work: If an employee is required to work on the observed holiday, the employee shall receive eight (8) hours holiday pay as stated above, as well as pay for any hours worked during the holiday.

d. Scheduled Day Off: When an observed holiday falls on an employee's regularly scheduled day off, a regular full-time employee will receive eight (8) hours holiday pay in addition to their regular pay for that week. Regular part-time employees receive four (4) hours holiday pay.

e. Observance of Religious Holidays: If an employee's religious beliefs require observance of a holiday not included in the observed holiday schedule, or if the employee desires leave for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, the employee may request the day off using paid leave or leave without pay. The employee is entitled to a

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maximum of two (2) unpaid religious leave days in a calendar year. Requests must be submitted to the Operations Manager for approval at least two (2) weeks prior to the requested day. The Operations Manager will evaluate whether the employee's absence will cause an undue hardship to Mason Transit

f. Other Reduced Service Days: If the employer decides to run reduced service on any day that is not a holiday listed in 18.3, then all employees regularly scheduled to work that day shall receive holiday pay.

Section 18.4 Personal Leave: In addition to company holidays, regular full-time and part-time employees are eligible for two (2) personal leave days per year as detailed below:

Full-time employees	8 Hours x 2 Personal leave days = 16 Hours
Part-time employees	4 Hours x 2 Personal leave days = 8 Hours

Personal leave days must be taken in eight (8) hour increments for full-time employees and four (4) hour increments for part-time employees. Personal leave days must be approved in advance by the employee's supervisor and may not be carried forward to the next year. If an employee starts after July 1st, full-time employees will receive one personal leave day (8 hours) and part-time employees will receive one personal leave day (4 hours). If a driver's block of work is more than eight (8) hours long, the driver may elect to use vacation leave to make up the difference.

Section 18.5 Vacation Leave:

a. Vacation Leave Entitlement and Accrual: After completing six months of employment, eligible employees may take paid vacation leave. Regular full-time employees accrue vacation leave from the first pay period of their employment. Regular part-time employees accrue vacation leave at a percentage of hours worked per pay period.

VACATION ACCRUAL HOURS AND DAYS SCHEDULE

START OF SERVICE YEAR	ANNUAL HOURS	ACCRUAL RATE PER PAY PERIOD
0-1	96	3.69
Over 1-2	104	4.00
Over 2-5	112	4.30
Over 5-10	144	5.53
Over 10	192	7.38

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PART-TIME VACATION ACCRUAL PERCENTAGE RATE

START OF SERVICE YEAR	% ACCRUED PER PAY PERIOD
0-1	5.1%
Over 1-2	5.5%
Over 2-5	5.9%
Over 5-10	7.6%
Over 10	10.2%

Employees are encouraged to use their vacation hours. As of December 31, of each year, an employee's total vacation leave balance may not exceed two hundred forty (240) hours.

b. Scheduling Vacation Leave: Use of vacation leave must be approved in advance by the Operations Manager or designee. Vacations initially shall be scheduled according to seniority, then on a first-come, first-served basis, as follows:

i. The Employer shall have the right to establish a vacation schedule establishing the number of employees allowed vacation on given dates and/or shifts.

ii. The vacation year shall be defined as a twelve (12) month period beginning January 1 and ending December 31.

iii. Bidding will start the first Monday in December and will last a total of four (4) weeks. Employees are to enter their vacation requests into Paylocity. Vacation will be bid in continuous blocks beginning and ending on any day of the work week, or as individual days. The choice of vacation days shall be determined by seniority of each employee. When an employee selects a vacation week in which one of the fixed holidays fall (e.g., Christmas Day) the employee will receive four (4) days of vacation leave and one day of holiday pay.

iv. Following the annual bidding, employees may request approval for vacation days following Department procedures. Any employee whose annual bid request was rejected may elect to keep their request active in the event that the date(s) become available. These requests shall be considered first and by employee seniority over any requests made after the annual bidding period has ended.

v. Vacation leave will only be granted if the employee making the request has a leave balance that, with projected accruals, would be sufficient to cover the entire leave request. The Employer reserves the right to cancel any approved leave request when there is insufficient leave balance to cover the total leave period. In such cases, the

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Employee will be given written notice of the cancellation. When scheduling vacation, it must be for the entire time requested. “Placeholding” hours may not be submitted.

vi. Pre-approved leave must be cancelled no later than the Tuesday prior to the week when approved day(s) off are scheduled . The Employer may grant an exception in case of a driver shortage if a driver voluntarily offers to cancel leave and no work is being taken away from Extra-board drivers.

vii. At the end of a pay period, drivers who have worked less than 40 hours per week may elect to use accrued vacation leave without pre-approval to increase their weekly paid hours to a maximum of 40 hours per week.

c. Vacation Payout: All accrued, unused vacation up to two hundred forty (240) hours will be paid upon resignation, termination or retirement, when an employee leaves MTA. Additionally, as of December 1 of each year, an employee who has not had a reasonable opportunity to use accrued vacation leave that would, therefore be lost, may request of the General Manager to cash out a maximum of eighty (80) hours of such leave.

Section 18.6 Washington Paid Sick Leave: Washington Paid Sick Leave (WPSL) is available for all employees to use for qualifying reasons per state law. For a full description of the Employer’s policy regarding WPSL, see the Washington Paid Sick Leave Policy, which is considered part of this agreement.

a. Accrual: All employees begin accruing WPSL at the commencement of employment. All employees accrue WPSL at the rate of one hour for every 40 hours worked (including overtime). All full-time employees accrue WPSL at the rate of one hour for every 40 hours worked, but in no case accrue less than two (2) hours per pay period. (e.g., a full-time employee working 37 hours per week during a two-week pay period will accrue two (2) hours of WPSL.)

   Part time, Seasonal, and Temporary employees will accrue WPSL at a rate of .025 per hour for each hour worked.

b. Eligibility: All employees are eligible to use accrued WPSL beginning on the 90th day of employment. WPSL accrued during a pay period may not be used until the following pay period.

c. Carryover: At the end of the accrual year, up to forty (40) hours of accrued, unused WPSL will be carried over to the next accrual year. For regular full-time and part-time employees, any accrued, unused WPSL over forty (40) hours will carry over to the employee’s Mason Transit Authority Sick Leave balance (see Section 18.6.2).

Section 18.7 Employer Paid Sick Leave**:** In addition to the Washington Paid Sick Leave, Employer paid sick leave is available for all regular, full-time employees to use for qualifying reasons as per the Mason Transit Authority Sick Leave (MTASL) Policy. For a full description of qualifying reasons and details of usage, refer to the policy, which is considered part of this agreement.

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Accrual: All eligible employees begin accruing MTASL at the commencement of employment. Regular full-time employees accrue MTASL at the rate of 1.69 hours per pay period. For example, 1.69 hours per pay period x 26 pay periods = 44 (rounded) hours of MTASL per year in addition to the 52 hours accrued (assuming no overtime worked) under the Washington Paid Sick Leave Policy, as required by law, for a total of 96 hours per year. MTASL balance will not exceed 960 at the end of the calendar year. Hours above 960 will be forfeited at that time.

Use of MTASL: Regular, full-time employees are eligible to use accrued MTASL upon commencement of their employment. MTASL accrued during a pay period may not be taken until the following pay period.

Employees must provide reasonable notice, as described per the policy, to their team manager or designee regarding use of MTASL whenever possible, along with a Paylocity Time-Off Request. If no advance notice is possible, then the Paylocity Time Off Request must be submitted on the day following the employee's return to work.

If the absence is foreseeable, the employee must notify his or her team manager at least 10 days, or as early as possible, before the first day MTASL will be used.

If the absence is unforeseeable, the employee, or a person on his or her behalf, must notify his or her team manager as soon as possible, preferably no later than one (1) hour before the employee's scheduled start time.

The employee may be required to provide verification for using MTASL for a qualifying reason, or upon reasonable suspicion of sick leave abuse (e.g., Pattern Absence), as provided in the policy. If verification is requested, the employee must submit a completed verification form to team manager or supervisor no less than 10 calendar days from the first day an employee used MTASL.

Unexcused absences may be subject to the Employer's Performance Counseling Policy.

Section 18.8 Sick Leave Payout**:** Employees who have accrued at least four hundred eighty (480) hours of MTASL as of December 1 of each year may elect to exchange any number of hours so long as the balance remains at or above four hundred eighty (480) hours for a fractional payout on the following pay period at an exchange of one hour's pay per two hours accrued leave (1:2).

Upon separation of employment or retirement, under non-disciplinary circumstances and with at least five (5) years of employment with the employer, the employee shall be paid for all accumulated sick leave up to nine hundred sixty (960) hours at the following rates of pay per accrued hours:

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Accrued Sick Leave	Cash Out Rate
0 – 480 hours	1:3 hours
481 – 960 hours	1:2 hours

Section 18.9 FMLA Leave: Eligible employees will be granted up to twelve (12) weeks of Family & Medical ("FMLA") leave in a twelve-month period, for any of the following reasons:

- the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one (1) year of the child's birth);
- the placement of a son or daughter for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one (1) year of the child's placement);
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or
- a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

Employees may take up to twenty six (26) weeks of FMLA in a single twelve (12) month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as "military caregiver leave").

FMLA leave may be paid, unpaid, or a combination of paid and unpaid, at the employee's discretion. All other aspects of FMLA leave will be administered in accordance with MTA's FMLA policy.

Section 18.10 Washington Paid Family and Medical Leave: Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will be total four-tenths of one percent (0.4%) of employees' wages (unless otherwise adjusted up or down by the State). Each year, consistent with the law, employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.030. The Employer shall pay any remaining portion as required by law.

Section 18.11 Jury/Court Duty: An employee summoned to jury duty during their scheduled shift shall submit their timecard showing work hours missed due to jury duty and actual work hours, so as to receive a normal workday's pay. A copy of the court notification for required

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jury duty must be provided to the Operations Manager fourteen (14) days prior to the commencement of the jury duty or as soon as is practicable.

MTA is not obligated to pay an employee for jury duty outside of an employee's scheduled work hours. Travel time to and from jury duty is not paid time. If an employee is scheduled to perform jury duty outside their normally scheduled shift, the employee may make arrangements to flex their shift, subject to approval by the Operations Manager.

Employees must keep the Operations Manager informed as to their status and availability for work. If an employee is able to work part of a shift before or after jury duty hours, the employee must report to work and perform normal work duties.

Section 18.12 Military Leave: Military Leave shall be provided in accordance with the Uniformed Services Employment and Reemployment rights Act (USERRA), RCW 38.40.060 and other applicable laws. Written verification supporting the request for Military Leave shall be submitted by the employee in a timely manner. Employees will receive regular pay for the first twenty one (21) days of military leave during the twelve (12) month period January 1 to December 31.

Section 18.13 Other Non-Medical Leaves: The Employer may, at its discretion, also grant leaves of absence with or without pay for other reasons the Employer considers valid such as for education purposes or personal non-medical related problems. Leaves will only be granted when they do not interfere with the operations of MTA. Requests for leaves must be made in writing to the Operations Manager, and must be approved by the General Manager. Non-medical leaves shall not exceed a period of six (6) months from the first day of the approved leave. Unpaid time off shall not be granted unless the employee has used all available and accrued paid leaves.

At termination of any leave of absence, the employee shall, upon application to the Operations Manager, be returned to their former classification. In the event the former classification has been abolished, then the employee shall be subject to the layoff provisions set forth in Article 22.

Section 18.14 Bereavement Leave: Employees are entitled to a maximum of three (3) days off with pay, when absent from scheduled workdays to attend the funeral of a member of the employee's immediate family or to attend to other necessary responsibilities resulting from the death of the family member. Immediate family includes spouse, domestic partner, parent, children, siblings, stepparents, stepchildren, stepsiblings, grandparents, grandchildren, parents-in-law, son in-law, daughter in-law and brothers or sisters-in-law. The employee may be asked to provide documentation, which may be a doctor's statement, newspaper article, death certificate, etc., prior to being granted the leave.

With a supervisor's prior approval, two (2) days of accrued sick leave, personal days, or vacation leave may be used for additional bereavement leave. A day of bereavement leave shall be in accordance with the employee's regularly scheduled work day.

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Section 18.15 Donated Leave: An employee may, on a strictly voluntary basis, donate non-WPSL sick leave to another employee in the bargaining unit who has exhausted his or her sick leave, vacation or personal holidays with the following conditions:

- Donation must be for an Employee's serious health condition under FMLA standards.
- Donor must maintain a minimum of eighty (80) hours of leave.
- Donations may not accumulate to more than forty (80) hours per event.
- Employee is not eligible to receive worker's compensation benefits, unemployment benefits, Washington Paid Family and Leave pay, State retirement pension or long-term disability insurance.
- Hours donated are on an hour for hour basis in one-hour increments.

The hours donated will be returned prorated if they are not used by the recipient.

ARTICLE 19 - PERSONNEL BENEFITS

Section 19.1 Health Care & Insurance Benefits:

19.1.1 Healthcare Benefits and Contributions Rates: The Employer provides medical, dental, and vision benefits to all eligible employees and their dependents. The Employer may elect to change carriers during the term of this Agreement. The actual plan provider, as well as the coverage offered, may be revised at the discretion of the Employer. However, prior to any changes being instituted, the Employer agrees to convene a committee of a Management Representative, the Union Representative and two (2) employees; one (1) each of represented and non-represented to explore options.

19.1.2 Contribution Rates: The Employer will contribute an amount equal to ninety-five percent (95%) of the total health care premium for each bargaining unit employee and dependents eligible for healthcare benefits. Employees are required to pay, through payroll deduction, the employee share of the monthly contribution premium. If the amount of the monthly premium increases by more than 10% during any year, the employees and Employer will split the cost of premium increase.

19.1.3 Insurance Benefits: Employer pays the cost of Life Insurance and Long-term Disability Insurance for eligible employees.

19.1.4 Eligibility: Coverage begins on the first day of the month upon successfully obtaining the required CDL license and endorsements. . Specific types of coverage, employee/dependent eligibility definitions and benefit payment schedules are described in Employer's healthcare and insurance plan booklets available to eligible employees through Human Resources.

19.1.5 Self-Pay Due to Leave of Absence: Health care coverage is available to an employee on unpaid, non-medical leave of absence provided the employee continues

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to pay for the coverage on a self-pay basis. The coverage of employees on a medical leave of absence will be continued; however, employees are responsible for their percentage contribution to the monthly premium.

19.1.6 COBRA Due to Separation of Service: Upon separation from Mason Transit employment or other qualifying event, an employee and/or the employee's eligible dependents may elect to continue health benefits at their own expense to the extent provided by law.

Section 19.2 State Pension (PERS): The employee and Employer shall be participants of the Washington Public Employees Retirement System (PERS) and subject to the rules and regulations of Washington State Law. Retirement information shall be provided by the Employer at the request of the employees.

Section 19.3 Deferred Compensation Plan: As part of the retirement savings package, all regular employees may participate in the Washington State Deferred Compensation Plan or Corebridge Financial as part of their retirement savings package. Annual limits on the deferred amount, as set by the federal government, will apply.

Section 19.4 Education Assistance Program: Regular, full-time employees with one or more years of employment are eligible for reimbursement for courses that employees take at a recognized institution. These courses must, in the opinion of Human Resources, realistically increase the employees' competence in their present jobs or prepare them for advancement in the agency.

Maximum reimbursement is $750 per quarter and $2,250 per employee per year, approved in one-year increments, with a life-time maximum of $9,000 per employee. The employee must receive a "C" grade or better (or "Pass" grade in classes which can only be taken "Pass or Fail"). Reimbursement will be made upon completion of the course and submission of course grades. The employee must submit a copy of the record showing grade achieved with his/her request for reimbursement. Books and materials will be reimbursed. Meals and transportation costs will not be reimbursed. Time off from normal work hours to attend or travel to classes will be allowed with prior authorization from the Operations Manager.

Section 19.5 Employee Assistance Program: Employer provides access to the Employee Assistance Program at no charge to all employees and their dependents. The EAP provides confidential help to resolve a variety of issues, including physical or mental illness, substance use/abuse, legal, financial or other personal problems.

Section 19.6 Transportation Passes: MTA employee's immediate family shall be provided transportation passes during the employee's employment.

For purposes of this benefit, an employee's dependent is defined as a spouse as evidenced by a marriage license, a domestic partner, or a dependent child of the employee between the ages of 7 and 19 residing with the employee, and a child older than 19 who resides with employee but qualifies as a dependent due to a disability.

Section 19.7 Employer Sponsored Events or Programs: Employees are eligible to receive

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prizes, awards, incentives and compensation as the Employer may deem appropriate for their participation in Employer sponsored events or programs and is subject to IRS tax regulations.

ARTICLE 20 - PERSONAL TOOLS AND WORK CLOTHES

Section 20.1 Employer Provided Work Clothes: The Employer shall provide MTA-branded Uniform work clothing and foul weather gear at no cost to the employee. The Employer shall ensure that at least seven (7) sets of non-weather clothing (shirts, sweatshirts, etc.) are available to the employee, and that replacement of outdated, outsized, or worn out apparel may occur at any time. It is the Employer's responsibility to track employee clothing allowances and returns.

Section 20.2 Uniform Reimbursement: The Employer shall reimburse drivers up to $300 for pants, shorts, shoes, and belts each calendar year. Additionally, the Employer shall reimburse drivers up to $40 for timepieces once every two calendar years. The employee must submit a receipt to their supervisor for approval to be reimbursed. Reimbursement will be made through the next payroll following submittal to the payroll department**.**

Section 20.3 Non-Uniform Wear: (Seasonal wear, Sport Logo wear): Hawaiian shirts and Professional/College Sports Logo wear may be worn every Friday throughout the year. Other non-uniform apparel and items may be worn in accordance with current MTA uniform guidelines.

On days when the high temperature for Shelton or Belfair is forecast to be 80 degrees F or higher, drivers may wear their Friday non-uniform wear, MTA “Ride Transit” t-shirts, or other apparel as defined by MTA.

Section 20.4 Uniform Committee: A Uniform Committee shall consist of up to two members appointed by the Employer and of up to four members appointed by the Union. The Uniform Committee shall meet at least twice a year to discuss the uniform program and select uniform items.

Section 20.5 Uniform Appearance: It is the responsibility of the driver to maintain their uniform in a neat, clean and presentable condition at all times. Uniforms must be worn according to the standards agreed upon by the Uniform Committee.

ARTICLE 21 - SENIORITY

Section 21.1 Definition of Seniority: For purpose of this Article, seniority shall be used for determining retention of position (after completion of probation period), bidding and vacation scheduling. Seniority shall be defined as the length of continuous time of service with the Employer within classifications covered by this Agreement plus the provisions of Section 21.2 and 21.3 listed below. If two or more employees are hired on the same day, seniority preference will be assigned by date and time of application for that job opening.

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Seniority as calculated herein shall not be used in determining benefit eligibility/accrual and step adjustments (see applicable articles).

Section 21.2 Effect of Probation on Seniority: If an employee is laid off during his probationary period and subsequently rehired, any seniority accumulated during the twelve (12) months immediately preceding the rehire date shall be counted toward the seniority.

Section 21.3 Additional Accumulation: Seniority shall include in addition to length of continuous time of service defined in Section 21.1 above:

a. The time lost by reason of industrial injury, industrial illness or jury duty.

b. The time spent on authorized medical leave of absences, parental and family leaves.

c. The time spent on leave of absence granted for the purpose of serving in the Armed Services of the United States.

d. The time spent on authorized Union business or on leave of absence for Union business.

e. The first thirty (30) days of any other authorized leave of absence.

f. The time on layoff from the bargaining unit not to exceed in each instance a period of twelve (12) months.

Section 21.4 Loss of Seniority: An individual shall lose seniority rights for the following reasons:

a. Voluntary resignation.

b. Discharge for just cause.

c. Retirement.

ARTICLE 22 - LAYOFF, RECLASSIFICATION, DOWNGRADES & RECALL

Section 22.1 Definitions: The meanings of certain terms used in this Article 22 and elsewhere in this Agreement are stated below:

a. Reduction in Force (RIF) refers to reduction of the number of employees within a classification as listed in Appendix A of this Agreement.

b. Reclassification refers to placement into a bargaining-unit classification of equal pay when a RIF occurs.

c. Downgrade refers to placement into a bargaining-unit classification of lower pay when a RIF occurs.

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d. Recall refers to the process of reinstatement of employees to former jobs held which were lost by reason of a RIF.

e. Layoff refers to the severance of employment of an employee due to a RIF.

Section 22.2 Notification of Layoff: The Employer shall inform the Union Stewards and the employees affected of date of layoff thirty (30) days or more in advance of such scheduled layoff.

Section 22.3 Reduction in Force Procedures: Reverse order of seniority within classification, shall determine which employee is affected by the RIF.

Section 22.4 Reclassification and Downgrade Rights: An employee affected by a RIF shall be granted rights of reclassification or downgrade to any previously held classifications if their seniority is greater than the seniority of another employee in such classification. The Employer shall offer the classification with highest rate of pay first to an employee with these rights, then if refused, shall offer the next lower paid classification held and so forth until all classifications previously held are exhausted. An employee may choose layoff rather than exercise these rights.

Section 22.5 Recall Rights: If an opening occurs, employees laid off or downgraded shall be recalled to previously held classifications based on the reverse order of the RIF subject only to the terms listed hereafter in this Agreement:

a. Employees shall retain recall rights for a period of twelve (12) months from date of the reduction in workforce.

b. Notice of Recall shall be sent to a laid off employee at the employee's last known address by certified/registered mail. It shall be the responsibility of the employee to keep the Employer informed of their current address. Any employee who fails to report for work within ten (10) days from the date of mailing notice of recall shall be considered resigned and shall have their name removed from the Recall List, unless such laid off employee is temporarily incapacitated preventing the employee from reporting or is employed elsewhere, in which case the employee must notify the Employer in writing within five (5) days after the receipt of the notice to return for work as quickly as the employee's health will permit or to give adequate termination notice to the employee's present employer.

c. An employee on layoff or downgrade who rejects a recall offer to a classification previously held shall lose recall rights to such classification only.

d. Mason Transit employees with recall rights shall be notified in writing of recall seven (7) days in advance of such recall. The employee shall be allowed twenty-four (24) hours to accept or decline.

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ARTICLE 23 - PROBATION

23.1 New Employees: All new employees shall serve a probationary period of nine (9) months commencing on their date of employment with the Employer. The retention of such employees shall be strictly within the discretion of the employer. This probationary period shall be extended by any period of unpaid leave. Upon mutual agreement of the parties, an employee's probationary period may be extended.

23.2 Rejected Employees: Rejected employees shall be notified of such action in writing by the Department Manager or designee at any time during their probationary period. Upon the completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position and shall gain regular employee status. The employee shall be notified of successful completion by their supervisor.

23.3 Probationary Employees: Probationary employees shall not have recourse through the grievance procedure with regard to disciplinary actions, including discharge. On other contractual matters, except as noted below, the probationary employee shall be entitled to the same rights as other employees subject to the terms of this agreement.

Probationary employees are not eligible to receive vacation leave during their probationary period. Upon satisfactorily completing their probationary period, the employee will receive vacation leave retroactive to their date of hire into the bargaining unit.

ARTICLE 24 - PROMOTIONS AND TRANSFERS

Section 24.1 Job Openings and Posting: Promotion and transfer within the bargaining unit shall be made pursuant to the following procedures:

a. The Employer shall post all vacancies, job openings and new classifications and it shall remain posted for five (5) days. The notice shall state the number of jobs to be filled, the rate of pay for each job to be filled and a job description including the work required and minimum qualifications.

b. The notice shall be posted and applications received from employees prior to initiating public recruiting efforts, unless the vacant position is at the lowest classification level or, on the approval of the General Manager, it is in the best interests of the Employer to concurrently recruit internally and externally where, for example, there is a need to fill the position without delay or the position requires license or certificates, specialized qualifications not known to be possessed by employees.

c. Human Resources shall be responsible for the initial screening of all employee applications for vacant positions for the purpose of determining which applicants possess the minimum qualifications. Human Resources shall refer the most qualified candidate(s) to the Operations Manager, or designee, for interviews and/or testing. If the Operations Manager is not satisfied with the candidate(s), additional recruiting may be requested.

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d. An employee who is not selected for the test and/or interview may request a meeting with the Operations Manager to learn the reasons why the employee was not selected.

e. In the selection of an employee to fill a vacancy, the following factors may be considered:

Qualifications (experience, training, education, skill, ability and past performance);
Efficiency;
Disciplinary record; and
Length of service.

The Operations Manager will have discretion in making the final decision on employee selection.

Section 24.2 Right to Return to Former Position: Bargaining unit employees who transfer or are promoted to a position with Mason Transit but not covered by this Collective Bargaining Agreement shall have the right to return to their former position for a period of two (2) complete shift bids.

Any employee exercising their right to return to their former position shall have the same seniority as of the time they transferred out, but in no case will they accumulate seniority while working outside of the Bargaining Unit.

Section 24.3 Transfer to or from Bargaining Unit: Bargaining Unit Members that transfer or are promoted to a non-represented position within MTA shall receive a minimum of a five percent (5%) increase in pay based on their current wage rate. If the employee returns to their previous position within two (2) complete shift bids, their pay shall revert to the level appropriate to their original step date and shall regain their previous seniority status.

Employees not a part of the bargaining unit that transfer to the drivers' group shall be placed at the step listed in the table in Appendix A of this bargaining agreement that provides a wage rate closest to their current rate without reducing their pay, but not to exceed the maximum step. All employees transferring to the drivers' group, including those returning to a previous position after two (2) complete shift bids, shall retain their existing MTA seniority date for the purposes of vacation selection but will start at the bottom of the driver seniority list for purposes of shift selection and/or Reduction-In-Force.

ARTICLE 25 - SUBCONTRACTING

The Employer shall not contract out work performed as of the date of this contract by members of this bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit. If a condition arises that necessitates contracting of work normally performed by the bargaining unit, the Union shall be offered an opportunity to be involved in the planning process; provided, however, the Employer shall have the right to make the final decision regarding subcontracting.

If, in order to secure funding for a specific project, the Employer is required to contract all or

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part of the work to be performed due to the limitations imposed by the funding agreement, such contracting shall not be considered a violation of the Agreement.

In the case of a circumstance which is beyond the control of the Employer at the time action is required and which could not reasonably have been foreseen, or the Employer is not reasonably able to provide the necessary tools, personnel or equipment to timely perform the work, the Employer shall be allowed to enter into subcontracting for this project and not be in violation of the Agreement.

ARTICLE 26 - SHIFT BIDDING

The Employer agrees to shift bidding three (3) times per year. Additional bids may be scheduled to meet business needs regarding routed or other service schedule changes upon mutual agreement with the Union. A minimum of two (2) weeks prior to the shift bid, MTA will post all available shifts and the current seniority list. For purposes of shift bidding, seniority will determine on the basis of length of employment within classification.

The Employer has the right to control the work force in its entirety, including the shifts to be offered; however, any alteration from the shift bid will be submitted to the Union for review and input at least thirty (30) days before shift bidding begins. The bid shall go into effect at least two (2) weeks from the start of shift bidding. The Employer has the right to establish the number of positions by classification.

Unanticipated vacancies that occur between bids as the result of a voluntary or involuntary termination, or an extended absence of greater than thirty (30) days (including for training or a light duty assignment), will be filled by the Employer offering the shift to the Driver who is the most senior driver and then to drivers next on the seniority list, and so on until all positions are filled (“line shake-up”) . During the shift bid, upon the return of the Regular Driver from a leave of absence, the bid will revert back to the original bid at the start of the work week within two weeks of the notification from the Regular Driver stating the ability to return to full-time status. If the Regular Driver is only able to return part time, the Regular Driver will be assigned to the extra-board until a time comes the Regular Driver is able to return full time**.**

If there are fewer than thirty (30) days until the next shift bid, the position will be filled by the extra board until the return of the Regular Driver or the next shift bid. If newly created positions or new shifts will be offered in between bids, there will be a bid by seniority if the work will commence more than thirty (30) days before the next regular bid.

If a Driver is on a leave of absence that is expected to extend into a new bid cycle and expects to be able to work a regular shift during at least thirty (30) days of the bid cycle at any point, they shall be able to bid a shift of work. If a Driver is not expected to return to full time status within the first thirty (30) days of the bid cycle, a line shake-up for their work will immediately commence following the completion of the shift bid.

If the Driver is not expected to work at least thirty (30) days of the bid cycle, they may not bid,

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with the exception that a Driver on a protected leave of absence, (e.g. FMLA), may bid a shift regardless of expected dates of return.

ARTICLE 27 - SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of the state and federal law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. Should any provision of this Agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions of this Agreement shall remain in full force and effect. Either party may request re-negotiation of invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE 28 - DURATION OF AGREEMENT

This Agreement, when adopted by the Mason Transit Authority and approved by the Union, shall become effective as of and shall remain in effect until May 31, 2026 subject to the following provisions:

Letters of Understanding. In recognition of the possibility that changes may be desired for the mutual benefit of the parties during the life of the Agreement, either party may initiate discussion of modifications by written communication to the other. The party receiving such communication shall arrange to meet with the other party within thirty (30) days of receipt. While neither party is obligated to negotiate changes to the Agreement during the contract term, should agreement be reached, the modification shall be attached as supplemental letter of understanding to this contract and shall remain in effect for the life of this Agreement.

AGREED TO THIS

MASON TRANSIT AUTHORITY	INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE 160
DocuSigned by: Amy Asher	DocuSigned by: Zac Collins
Amy Asher, General Manager	2D47D34D7F3143F...

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APPENDIX A - WAGE SCHEDULES

Step		2023 5.0%	2024 3%	2025 3%
Training	0-.25 years	$ 22.31	$ 22.98	23.67
1	.25-1.5	$ 23.80	$ 24.52	25.25
2	1.5-2.5	$ 24.70	$ 25.44	26.20
3	2.5-3.5	$ 25.60	$ 26.37	27.16
4	3.5-4.5	$ 26.48	$ 27.28	28.09
5	4.5-5.5	$ 27.37	$ 28.19	29.04
6	5.5-6.5	$ 28.27	$ 29.11	29.99
7	6.5- and up	$ 29.76	$ 30.65	31.57

Longevity		Per Hour
	10 YRS	0.70
	15 YRS	0.90
	20 YRS	1.20
	25 YRS	1.40
	30 YRS	1.65

Pay Premiums	Per Hour
Lead Driver	$4
OJT, Trainee	$3
Foreign Language	$2

Adjust existing pay steps to reflect the following increases as shown above (retro for all employees currently employed at ratification):

6/1/2023: 5%

6/1/2024: 3%

6/1/2025: 3%

No change to longevity or other pay premiums

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APPENDIX B

ACCIDENT REVIEW COMMITTEE

1.0 Accident Review Definitions

- An “accident” is defined as any occurrence involving Mason Transit vehicle that results in damage or injury.
- A “preventable accident” is defined, according to National Safety Council (NSC) guidelines, as an accident in which the Driver failed to do everything reasonable to avoid it.
- A “non-preventable accident” is one in which the employee did everything reasonable to avoid the accident, yet was involved in an accident. An example would be an accident due to the negligence of another motorist.

1.1 Initial Review and Determination

Upon receipt of an Event Report regarding an accident, the Safety & Training Supervisor or designee will investigate the Event Report, including discussing the circumstances with the Driver involved. All available information will be gathered including statements from witnesses or other MTA staff with direct knowledge of the Event. A review will be conducted by the Safety & Training Supervisor or designee within fourteen (14) calendar days of the accident and a determination of “preventable” or “non-preventable” will be forwarded, in writing, to the Operations Manager, the Operations Supervisors, and the Driver. Failure to meet the fourteen (14) calendar day deadline shall result in the dismissal of any and all actions against the driver and removal of all documentation relating to the accident from the driver’s record.

If the Safety & Training Supervisor or designee is sent to the scene of an Event to interview the driver, they shall ask the driver if they would like to have a Union Steward present. If the driver asks for a Steward, the Supervisor shall either arrange for a Steward to join them at the scene and delay the interview until their arrival or reschedule the interview for a later time.

1.2 Appeal to Accident Review Committee

If the Driver disagrees with the findings, he/she may submit a written request within five (5) calendar days of receipt of the written finding to the Operations Manager requesting a review by the Accident Review Committee. The Accident Review Committee will consist of four members: two members identified by the Union, the Operations Manager, and an additional Employer designee.

The non-voting Safety & Training Supervisor or designee will chair the Committee. The ARC will meet as needed, and will try to meet within fourteen (14) calendar days of notice of the

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appeal, subject to service needs. ARC meeting time will be considered paid work time. The driver involved may choose to present their facts to the committee and the committee may call the driver before them to present his/her facts regarding the accident. The driver will have the right to Union Representation at the meeting.

The decision of the Committee will be arrived at by secret ballot counted in the presence of the committee members. The Committee shall judge the accidents as non-preventable or preventable. In the event that the committee is unable to reach a majority decision, the original decision shall stand unless appealed to the General Manager. The Safety & Training Supervisor will inform the Operator and the Union in writing of the committee's decision.

1.3 Final Appeal

If the Driver does not agree with the Accident Review Committee findings, he/she may submit a written appeal to the MTA General Manager within five (5) calendar days of notice of the ARC decision requesting a review of the ARC's findings. The General Manager will review the findings, all available information, and meet with the Driver within five (5) working days of receipt of the Request for a Final Appeal. The General Manager will rate the accident as "preventable" or "non-preventable." The decision of the General Manager will be final.

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New Article

APPENDIX C

FACILITIES and VEHICLE COMMITTEES

1. Facilities: When remodeling or refurnishing existing infrastructure or constructing new infrastructure, the Employer shall seek and consider feedback on furniture, equipment, access, usability and function of spaces as it relates directly to the driver work or break areas.

2. Acquisition of new vehicles: When the Employer purchases new vehicles to be used by drivers, it shall use a committee of drivers to assist in the selection, design, and approval of the vehicles. The Employer shall make a good faith effort to incorporate as many of the committee's recommendations as is practical. The committee shall be primarily composed of drivers who currently use or will be expected to use the same type of vehicle on a regular basis.